

All District Engineers, Walter S. Kos, & Miguel d'Escoto

Michael L. Hine

Special Provision for Erosion and Sediment Control
Deficiency Deduction

July 27, 2001

This special provision was developed by the Bureau of Design and Environment and the Bureau of Construction. It has been revised to correct the deduction percentage and to further clarify a "deficiency". It should be inserted into all contracts involving or having the potential to involve erosion and/or sediment control.

The districts should include the BDE Check Sheet marked with the applicable special provisions for the November 9, 2001 and subsequent lettings. The Project Development and Implementation Section will include the paper copy in the contract.

This special provision will be transferred through the E-mail System to the district offices on July 27, 2001.

80055m

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

80055